

SECOND AMENDMENT TO INDIANA TOLL ROAD CONCESSION AND LEASE AGREEMENT

This Second Amendment to the Indiana Toll Road Concession and Lease Agreement (this "Second Amendment") is made and entered into, as of this 29th day of June, 2006, by and between the Indiana Finance Authority, a public body politic and corporate of the State of Indiana (the "IFA") and ITR Concession Company LLC, a Delaware limited liability company (the "Concessionaire").

RECITALS

WHEREAS, the IFA and the Concessionaire are parties to that certain Indiana Toll Road Concession and Lease Agreement, dated as of April 12th, 2006, as amended by that certain First Amendment to the Indiana Toll Road Concession and Lease Agreement, dated as of April 12, 2006, as amended, modified and/or supplemented from time to time (the "Concession Agreement");

WHEREAS, Operating Standards Manual is included as a schedule to the Concession Agreement;

WHEREAS, the parties desire to amend the Operating Standards Manual, Volume III, Environmental Management Manual, as set forth herein; and

WHEREAS, all capitalized terms used in this First Amendment shall have the respective meanings given to such terms in the Concession Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and in the Concession Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, hereby agree as follows:

Section 1. Table B.4.9.2 of the Operating Standards Manual, Volume III, shall be deleted and replaced in its entirety with the following:

Table B.4.9.2
ITR
Septic Systems and Non-wastewater Treatment Plant Related Lift Stations

MP	Location	Number of Septic Systems	Number of Lift Stations
1.1	Westpoint Toll Plaza	N/A connection to collection system	1
4.7 E	Calumet Toll Plaza	N/A connection to collection system	1
4.7 W	Calumet Toll Plaza	N/A connection to collection system	1

13.5	Indiana State Police Subpost	1	N/A gravity fed
16.7	Gary East Toll Plaza	2	N/A gravity fed
23.5	Porter Maintenance	N/A connection to collection system	1
30.9	Valparaiso Toll Plaza	1	N/A gravity fed
37.5	West Facility	1	N/A gravity fed
38.9	Michigan City Toll Plaza	1	N/A gravity fed
49.2	LaPorte Toll Plaza	N/A connection to collection system	1
51.9	LaPorte Maintenance	1	1
72.4	South Bend West Toll Plaza	1	N/A gravity fed
82.9	Mishawaka Toll Plaza	1	N/A gravity fed
87	Administrations Building	2	1-L.S.
87.1	Building Maintenance Central Facility	1	N/A gravity fed
87.1	Toll Maintenance Shop	1	1-L.S.
87.1	Sign Shop	1	N/A gravity fed
87.1	Elkhart Maintenance	1	1-L.S.
91.8	Elkhart West Toll Plaza	1	N/A gravity fed
96	Elkhart East Toll Plaza	1	1
101.2	Bristol Toll Plaza	1	N/A gravity fed
107.1	Middlebury Toll Plaza	1	N/A gravity fed
114.4	Closed Lagrange Maintenance	1	N/A gravity fed
120.5	Howe/Lagrange Toll Plaza	1	N/A gravity fed
137.5	Steuben Maintenance	1	N/A gravity fed
143.9	Angola Toll Plaza	1	N/A gravity fed
145.7 E	Travel Plaza 8 South	N/A connection to collection system	1

153	Eastpoint Toll Plaza	1	1
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Section 2. The following sentence shall be added as the last sentence to the final paragraph of Section B.4.10 of the Operating Standards Manual, Volume III:

"The Concessionaire shall also submit annual reports as required by the Indiana Department of Natural Resources for each significant water withdrawal facility."

Section 3. Table B.4.11.1 of the Operating Standards Manual, Volume III, shall be deleted and replaced in its entirety with the following:

**Table B.4.11.1.
ITR
Wellhead Protection Operating Permits**

MP	Location	Type of Facility	Permit Number
72.9	Salt Storage	Fueling operations	05-03-0129
72.9	Indiana State Police Post, District 21	Fueling operations	05-03-0130

Section 4. The last sentence of Exhibit III-A "HAZARDOUS SUBSTANCE SPILLS DIESEL FUEL SPILLS PROCESS FOR REMEDIATION PAVED AREAS" shall be deleted and replaced in its entirety with the following:

"The remediation contractor shall provide a full report to the Concessionaire for each Incident and the Concessionaire shall provide a full report to the IFA, Attn: Public Finance Director, State of Indiana, 1 North Capitol, 9th floor, Indianapolis, Indiana 46204, (317)233-4334, within seven (7) Business Days following each Incident."

The last sentence of Exhibit III-A "HAZARDOUS SUBSTANCE SPILLS DIESEL FUEL SPILLS PROCESS FOR REMEDIATION GRASS MAINTAINED AREAS" shall be deleted and replaced in its entirety with the following:

"The remediation contractor shall provide a full report to the Concessionaire for each Incident and the Concessionaire shall provide a full report to the IFA, Attn: Public Finance Director, State of Indiana, 1 North Capitol, 9th floor, Indianapolis, Indiana 46204, (317)233-4334, within seven (7) Business Days following each Incident."

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date set forth above.

"IFA"

INDIANA FINANCE AUTHORITY, a public
body politic and corporate of the State of Indiana

By: Charles E. Schalliol
Charles E. Schalliol, Chairman of the
Indiana Finance Authority

"CONCESSIONAIRE"

ITR CONCESSION COMPANY LLC, a
Delaware limited liability company

By: Michael Berrasiwicz
(Printed Name and Title) Authorized Person

By: José María López de Fuentes
(Printed Name and Title) Authorized Person